



Ollscoil Chathair  
Bhaile Átha Cliath  
Dublin City University

# Intellectual Property Policy

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## Introduction

Dublin City University ('the University' or 'DCU') encourages and supports the creation of many forms of intellectual property through its role in teaching, research, innovation, enterprise and associated activities. Intellectual property (IP) covers a wide range of creative works, including copyright, know-how, designs, patents, trademarks, domain names, computer software (algorithms and code), breeders' rights, and databases.

The University is committed to translating its research and teaching into outputs with economic, social, cultural, and environmental impact. A clear framework is needed to ensure that staff and students can contribute effectively to the dissemination of knowledge while complying with the policies and contractual arrangements that govern state and externally-funded research.

## Purpose

This policy sets out the principles relating to the ownership, management, and commercialisation of intellectual property arising from teaching, research, and other academic and support activities undertaken in the University. It sets out incentives to encourage the creation of commercially viable intellectual property and allow the creators to benefit from commercialisation activity. It also describes the decision-making and dispute-resolution process related to intellectual property.

## Scope


This policy concerns the ownership and management of Intellectual property created by DCU Personnel. DCU Personnel are:

- a) all employees, post-doctoral fellows, and other University staff in academic and professional support units, including its research centres. It also applies to the research activities of any Campus Company in which DCU Educational Support Services DAC has a controlling interest (see [list of Campus Companies](#));
- b) all registered students, including postgraduate students; and
- c) all others conducting research in DCU (including visiting researchers and those with Emeritus or Adjunct appointments and Dual/Joint Appointments) except where there is a written agreement to the contrary.

## Policy Statement

### 1) Intellectual Property Ownership

Intellectual Property (or 'IP') includes but is not limited to patents, copyright, trademarks, know-how, designs, domain names, software algorithms and code (as a particular case of copyright), data, databases, confidential information, and specialist types of IP protection such as plant breeders' rights.



Under Irish employment law, the University generally owns intellectual property created by DCU Personnel. In certain cases, intellectual property may be jointly owned by the University and a sponsoring company, body, agency, or other academic institution. In these cases, the research contract's contractual terms and conditions will set out the ownership terms along with associated responsibilities and benefits.

**1.1) What if I have a joint appointment with another academic institution?**

In the case of dual or joint appointments, where academic staff are also employed at another academic institution, a separate written agreement shall be entered between DCU and the other institution to address intellectual property, copyright, and related matters prior to the commencement of employment at DCU or, if already a member of DCU Personnel, prior to acceptance of a dual or joint appointment with another academic institution.

In the case of dual or joint appointments, where academic staff or postgraduate researchers are also employed or enrolled at another academic institution under an agreement governing a joint award, a separate written agreement shall be entered into between DCU and the other institution. This agreement will address intellectual property, copyright, and related matters prior to the commencement of employment or enrolment at DCU, or if already a member of DCU Personnel, the agreement shall be established prior to acceptance of a dual or joint appointment, or enrolment with another academic institution.

**1.2) What about IP created by undergraduate or postgraduate taught students?**

The University does not claim ownership of IP created solely by undergraduate students or postgraduate taught students. Where an undergraduate student works on a research project that involves industry partners or sponsoring agencies as part of their course of study, they may be required to assign their IP rights to the University. In this case, the student may be a potential beneficiary of any future commercialisation income as per the provisions of Section 12.

The extent of any University interest in IP developed by undergraduate students will be determined by reference to contractual arrangements with sponsoring agencies, which will take precedence over the terms of this IP policy.

**2) Visiting Researchers**

The University shall own the Intellectual Property created by researchers visiting DCU (including those with Emeritus or Adjunct appointments) who conduct research where they generate intellectual property in collaboration with DCU Personnel. In such cases, a separate written agreement shall be put in place that ensures fair and equitable treatment of intellectual property ownership and access rights to such intellectual property.

**3) Externally Hosted Staff or Students**

University staff and registered students who spend time at institutions outside of DCU shall continue to be bound by this IP policy. They shall not enter into any intellectual property agreements with the host institution except through a formal written agreement between DCU and the host institution.

#### **4) Ownership of Copyrights and Related Rights**

Under the terms of the Copyright and Related Rights Acts 2000 to 2007, the University owns all copyright in works created by DCU Personnel in the course of their employment, irrespective of the format in which the material is created, stored, and made available.

The University waives its right to copyright ownership in artistic, literary, photographic, video, musical, historical, cultural, and scholarly works, provided the material was not produced under a contract between the University and an external sponsor.

Examples of situations where this waiver does not apply include:

- i) works including photographic and videographic works commissioned by the University;
- ii) copyright-protected intellectual property arising from research such as laboratory notebooks, software or other supporting material, including drawings associated with the filing of patents or other forms of registered intellectual property;
- iii) teaching and learning materials or aids specifically produced or commissioned as part of the duties of a member of staff; and
- iv) promotional material and corporate presentations, slides, and posters.

#### **5) Ownership of Scholarly, Literary, Cultural and Artistic Works**

In keeping with long-standing academic tradition, the University does not assert ownership of intellectual property rights in literary works, historical works, musical and other artistic works, scholarly publications or textbooks created by staff members, irrespective of the form in which the work is stored and made available, provided that:

- a) the University did not commission the work, nor was it funded by a contract between DCU and an external party, and
- b) the funding for the work does not specify that the University must retain ownership of the intellectual property rights.

The University shall be automatically entitled to a perpetual royalty-free, non-exclusive, worldwide licence to use the intellectual property rights arising from such works in teaching and research and in support of all its academic activities as a condition of this waiver.

#### **6) Ownership of Teaching Materials, Aids and Performer's Rights**

Where teaching and learning materials are formally made available to students through lectures, online platforms, or other means, each staff member grants to the University an irrevocable, worldwide, royalty-free right in perpetuity to use such materials in delivering its programmes of study.

The University shall, where practicable, acknowledge the original creator of any teaching materials. It shall not be obliged to give credit where there are multiple revisions of course material. The University will not provide credit in cases where the materials result from a contract of employment or specified duties relating to the development of online courses.

The University retains ownership of and copyright in the overall description of the elements or modules of any academic courses delivered by a staff member during their employment.

An academic staff member who leaves the employment of the University will retain ownership of the copyright in their scholarly, creative, and cultural works, subject to the University retaining a perpetual royalty-free, worldwide, non-exclusive right to use these works for teaching and research purposes.

The University agrees and acknowledges that all performers' rights in any teaching materials such as video or other recording of lectures, demonstrations, public talks, or similar works that are performances in intellectual property terms are owned by the staff member, except where the staff member was directly employed to create and develop such material under a contract of employment or arising from an externally funded grant or contract between the University and a third party. Each staff member grants to the University and its subsidiaries an irrevocable, royalty-free, non-exclusive, worldwide licence in perpetuity to use and sub-license such material for teaching, research, and commercial purposes, including the right to sub-license any subsidiary companies of the University and third parties. Any income received, after deduction of all directly attributable expenses, through commercialising the work will be distributed according to the income sharing policy in Section 12.

The University does not claim intellectual property ownership or copyright in recordings of scholarly, literary, or cultural works made by visiting scholars or in recordings of contributions by guest panellists, irrespective of the recording platform. The University will endeavour to make the material available under a Creative Commons Licence, subject to executing an appropriate release form where feasible.

## **7) Publication of Research Results**

In support of the University's ambition to maximise the visibility, availability, and impact of its research output, DCU commits itself to the principles of Open Access. Open Access (OA) refers to the principle and practice of making digital versions of scholarly publications freely accessible. This has multiple benefits over paywalled material, such as greater reach and potential impact, public access to publicly-funded research, equitable access, e.g., for developing countries, and increased likelihood of research influencing policy and practice beyond academic institutions. A further consideration is that most key Irish, European, and international funders now require open access to research findings as a condition of grant funding. In a national and local context, the National Open Research Forum (NORF) Action Plan commits to 100% OA by 2030, while DCU's Strategy 2023-28 commits to 75% of its published articles as OA by 2028.

In order to achieve its OA targets, DCU strongly encourages all staff to deposit all of their journal articles, conference items, books, and book chapters into DCU's institutional repository 'DORAS' (<http://doras.dcu.ie>). Open access to the full text will be within the confines of any copyright transfer agreement. Publishers' licensing and policies must also be respected, and a full copyright policy check must be carried out by DORAS staff.

### **7.1. Do OA principles apply to collaborative or sponsored research agreements?**

In certain cases, publication may require the prior consent of a funding agency or industrial sponsor. This prior consent affords the funder or sponsor the opportunity to ensure that information that is considered to be commercially sensitive or could be patented or otherwise registered, can be protected prior to publication.

Staff members are obliged to respect the confidentiality provisions of collaborative or sponsored research agreements with funding agencies and sponsors. Queries relating to this can be sent to the DCU Invent IP Operations Manager.

### **7.2. What about publications on innovations that may be patentable?**

Premature publication of the details of a potentially patentable invention in a thesis or publicly accessible non-confidential format may make it impossible to seek patent protection. DCU operates under the principle of 'Immediate Deposit, Delayed Access', where staff are encouraged to deposit the work into DORAS as early as possible. Where necessary, the full text may be embargoed for a period of time to enable a decision on patentability to be made and a patent to be filed, if applicable. DCU Invent endeavours not to impede academic freedom or the ability of staff to publish findings and share knowledge openly and is committed to timely review of patentability and release of embargoes.

## **8) Disclosure of Inventions and Other Intellectual Property**

To ensure compliance with the National IP Protocol (2019) governing the exploitation and licensing of state-funded research and to comply with funding agency contract terms and conditions, teaching staff and researchers are required to promptly disclose and document any invention or body of intellectual property in a DCU Invention Disclosure Form (IDF). Prompt filing of an IDF with DCU Invent before any public disclosure enables the University to seek patent protection or other formal rights registration if it determines there is a reasonable commercial case to do so. The IDF may be found [here](#).

The IDF is designed to capture the relative contribution of all inventors and may require the inventors to assign their IP to DCU separately. It is the inventors' responsibility to agree on their contribution. If this proves to be a challenge, the Director of DCU Invent may intervene and request third-party arbitration to resolve the matter.

In certain instances, industrial research collaborators or sponsors may need to be consulted regarding IDFs through DCU Invent, as they may have the right to determine a patenting strategy under the terms of the research contract. It is crucial to note that premature publication of externally funded research outcomes - whether through a thesis, poster, or any other means - related to potentially patentable results is strictly prohibited without the written consent of DCU Invent. Such premature publication could lead to a breach of confidentiality with a research partner or funding agency, potentially destroying an invention's novelty and limiting or compromising patentability.

## 9) **Assignment of Intellectual Property**

It is important to note that, with the exceptions outlined elsewhere in this document, the University's ownership of copyright in scholarly, musical, cultural, and textbook works is a fundamental aspect of this policy. DCU Personnel are required to assign to the University all intellectual property, regardless of its suitability for formal registration of rights, created while carrying out duties directly or indirectly related to their role at the University.

In addition, all DCU Personnel shall agree to execute such documents of assignment at the time a patent application or other formal intellectual property registration right is made and to do everything that may be reasonably necessary, at the University's cost, to assist all assignees in obtaining, maintaining, and protecting patent rights.

## 10) **Consultancy and Intellectual Property Rights Conflicts**

DCU Personnel engaged in consultancy work or involved in a spin-out company must ensure that the intellectual property terms and conditions in a consulting agreement or other relationship with a company do not conflict with the University's intellectual property ownership rights. Where there are personal arrangements with external bodies, including spin-out companies, it is the responsibility of the DCU Personnel engaged in these arrangements to ensure there are no conflicts with their intellectual property obligations to the University.

The [DCU Consultancy Policy](#) requires advance notification of, and prior written consent to be sought from, the appropriate Head of School, Group or Department, and Research and Innovation Support (RIS) before engaging in an activity with an external body.

Where a perceived or actual conflict of interest around intellectual property could arise, DCU Personnel must seek written permission from the Head of School and the Vice President for Research and Innovation before engaging in the activity.

When a member of DCU Personnel acts as a Scientific Advisor, Director, or Consultant to a spin-out company or any other company based on a DCU campus or that has a research relationship with the University, written approval must be provided by the Dean of the Faculty and the Vice President for Research and Innovation.

A consulting project's defining feature is that it does not generate new intellectual property. If there is potential for new intellectual property to be generated, a collaborative research agreement should be considered. In case of any uncertainty about the most appropriate contractual mechanism, DCU Invent is available to provide guidance on how best to meet intellectual property obligations.

## 11) **Development and Commercialisation of Intellectual Property**

DCU Personnel who secure state funding for research are obliged, under the terms of the funding contract and this policy, to actively support the commercialisation of the research. Importantly, this includes timely notification to DCU Invent of any inventions or intellectual property generated by the research. This prompt action is necessary to enable an assessment of its potential commercial value before the publication of any results.



DCU Invent will review invention disclosures in close collaboration with the researchers involved. This collaborative assessment will determine whether the technology or invention can be licensed to a third party and whether filing a patent or other form of registered intellectual property right is advisable.

Research may often be at a very early stage and require additional development before it can realise its commercial potential. In this case, DCU Invent and the Research and Innovation Support Office will actively explore opportunities to secure further research funding and ensure that promising research can continue despite a lack of immediate commercial potential.

Alternatively, for more mature research closer to commercialisation, DCU Invent can work with the researchers and external entrepreneurs to develop an investment-ready business plan for a spin-out company.

## **12) Sharing of Licensing & Equity Income**

The University is committed to maximising the economic and social impact of the discoveries and inventions that result from its research and teaching. The University also adheres to the National Intellectual Property Protocol (2019) policies and principles governing state-funded research in Ireland. The National Protocol encourages the sharing of income from the commercialisation of intellectual property with the inventors of the IP to promote, where possible, that social and economic impact is achieved in Ireland.

To enable the widespread adoption and use of discoveries and inventions that contribute to societal and economic benefit, the University offers income-sharing to incentivise and reward DCU Personnel who support commercialising their intellectual property. The University recognises the contributions of DCU Personnel involved in the commercialisation of intellectual property by citing these activities as positives in their development and promotion pathways, affirming the value of these activities towards academic and professional advancement.

Net commercialisation income is the revenue received from IP licensing activities or the realisation of gains from equity held in spin-out companies after the deduction of all patenting, legal, commercialisation, professional fees, and any other direct costs incurred by the University in negotiating and managing the associated licensing agreements or spin-out formation.

Net commercialisation income is shared between the Inventor(s), the Faculty with which the Inventor is associated, and the University as shown in Table 12.1. All payments shall be subject to compliance with applicable taxation provisions as required by law at the time of distribution. Note that in the event that an Inventor owes money to the University at the time of the distribution, the University reserves the right to deduct the amount owed from the distribution to the Inventor.

Note that the income sharing shown in Table 12.1 applies only to distributions paid out after the effective date of this policy (V4.0) and will not apply retrospectively to any distributions paid prior to this effective date.

**Table 12.1 Distribution of Net Commercialisation Income**

<b>Cumulative Income</b>	<b>Inventor(s)</b>	<b>Faculty</b>	<b>University</b>
<b>0-€100,000</b>	80%	10%	10%
<b>€100,001 - €200,000</b>	60%	20%	20%
<b>€200,001 +</b>	33.4%	33.3%	33.3%

**12.1. Who shares in commercialisation income?**

DCU Personnel who originally assigned their intellectual property to the University and were directly involved in the creation of the intellectual property (the Inventor(s)) are entitled to share in net commercialisation income.

When there is more than one Inventor, the individual percentage contribution to the creation of the IP should be documented in writing prior to the licensing of the IP or creation of a spin-out by the University. In the absence of such a written agreement, the manner in which the income is apportioned to the individual Inventors is entirely at the discretion of the University.

Invention Disclosure Forms (IDFs) provide a convenient way to notify the University of an invention and document the contribution of each Inventor. You can access and download the University's IDF's [here](#).

**12.2. How is the distribution paid to Inventors?**

An Inventor's net commercialisation income distribution is paid via the University payroll system. The proceeds are treated as income and subject to all applicable income taxes. Distributions are paid to the Inventor after a payment has been received from a licensee or an equity income distribution has been received from the sale or liquidation of a spin-out company. The University endeavours to make any outstanding distributions to Inventors on at least an annual basis.

**12.3. What if I become a founder of a spin-out that licences IP that I Invented?**

Inventors who found a spin-out to further develop and commercialise the University-owned IP that they invented will remain eligible to receive their share of the net commercialisation income for that IP, including equity income realised upon the exit or liquidation of the spin-out, after the spin-out has been formed.

**12.4. What if I am no longer at the University?**

Where an Inventor is no longer DCU Personnel, they will still have the right to receive their share of the net commercialisation income, subject to their keeping the University apprised of their current address and compliance with all applicable tax regulations. In the absence of a current address, the University will make reasonable attempts to locate the Inventor. If the University cannot locate the Inventor or the Inventor is unresponsive to the University's reasonable attempts to contact them for more than 24 months, the Inventor will no longer be entitled to receive a share of the commercialisation income. Any undistributed proceeds will be divided equally between the Inventor's Faculty and the University.

In the event that the Inventor has deceased, net commercialisation income will be paid to the Inventor's estate subject to the Inventor's estate complying with all applicable tax regulations.

### **13) Equity & Licensing of IP Spin-Out Companies**

The University actively encourages the formation of viable research-based spin-out companies to further develop and commercialise University-owned intellectual property. The University's policy in relation to equity in, and licensing of intellectual property to, spin-outs is based upon the following principles:

- Provide strong incentives to founders to encourage spin-out formation.
- Recognise and reward staff and researchers for their contribution to the creation of the IP on which the business is founded.
- Provide favourable deal terms that enable spinouts to start well and grow.
- Improve the founders' experience of the spin-out process through increased transparency and a low-friction, accelerated formation process.
- Enable spin-outs to preserve early cashflow and use their funds to progress the technology and business.
- Enhance DCU's start-up ecosystem, encourage greater entrepreneurship, and increase the potential for impact through an increased number of high-quality spin-out companies.
- Comply with the National IP Protocol, State Aid, and other applicable legislation.

In line with the National IP Protocol (2019) and in recognition of the University and State funding of research, facilities, staff and other resources that generated the intellectual property around which the spin-out is founded, the University shall be granted a limited founding equity stake in any spin-out company.

All spin-outs will also require a license to the underlying University-owned IP upon which the business is founded. Associated intellectual property shall be licensed to a spin-out company on arm's length terms in compliance with the National IP Protocol (2019) and EU State Aid Rules.

Note that the equity and IP licence terms and conditions in this document apply only to spin-outs formed after the effective date of this policy (V4.0) and will not apply retrospectively to spin-outs formed prior to this effective date. Agreed equity and IP licence terms for spin-outs formed before the effective date will remain in full effect.

#### **13.1 Equity holding in spin-outs**

The University's equity in a spin-out is shown in Table 13.1. DCU equity in the spin-out is fixed and non-negotiable. The University's equity is assigned prior to the spin-out's first arms-length investment and is fully-dilutable.

Spin-out founders must create an initial 10% employee options pool, pre-investment, from their shareholding at the time of company foundation. DCU will not participate in the creation of this first options pool. DCU's equity will then dilute in proportion to its shareholding in any subsequent investment or increases to the options pool. DCU's and founders' shares at formation will be of a single share type, nominally ordinary shares.

**Table 13.1 University equity in spin-outs**

<b>DCU Equity</b>	<b>Founders Equity (Incl. initial 10% Options Pool)</b>
<b>10%</b>	<b>90%</b>

### **13.2 Licensing of IP to spin-outs**

IP-intensive spin-outs in the Engineering, Physical Sciences, and Life Sciences technical areas will require a royalty-bearing licence (RBL) for relevant University-owned intellectual property. Less IP-intensive businesses will be granted a royalty-free, exclusive, worldwide, perpetual licence to the relevant IP.

An IP-intensive business relies heavily on the intellectual property owned by the University for its core business offering and to ensure its competitiveness in the marketplace. Typically, this IP is the result of significant long-term investment by the University in its development. Note that the decision as to whether a spin-out from Engineering, Physical Sciences, or Life Sciences is IP-intensive will be at the sole discretion of the Director of DCU Invent.

**Table 13.2 Royalty-bearing licences**

<b>Technology Area</b>	<b>Royalty-Bearing Licence to IP</b>
ICT/H&SS/Education/Other	No
Engineering/Physical Sciences/Life Sciences	Yes

RBLs will be negotiated on a case-by-case basis and will typically be a percentage of Net Sales. Milestone payments may also apply for particular types of IP or applications (e.g., therapeutics). The terms of the RBL will be negotiated on a fair and reasonable basis and will consider factors such as the criticality of the IP to the business, the cumulative time and resources invested by the University in developing the IP, technology readiness level (TRL) of the technology at the time of licence, whether the business is a high or low margin business, how expansive the field of use or geography is, etc.

In determining the terms of an IP licence, a key consideration is that any royalties or associated patent costs should not materially negatively impact the spin-out's cash flow in the early stages of the business. To facilitate this:

- Royalties for RBLs will not start to accumulate until the earlier of €3m in cumulative Net Sales or 3 years post-formation. After this point, royalties are payable semi-annually.
- The spin-out is not required to reimburse the University for any associated patent costs incurred prior to entering into negotiations for the licence. However, once the licence has been executed, the spin-out will reimburse

the University for all ongoing patent maintenance costs at the time they are incurred.

### **13.3 Board representation in spin-outs**

The University shall have the right to appoint an observer to the board of the spin-out company for as long as it holds an equity stake of 5% or more on a fully-diluted basis. The shareholders' agreement between the founding shareholders will set out the reporting obligations between the company and the University and the restrictions, if any, on using new intellectual property created by DCU Personnel associated with the company.

### **13.4 What is required to form a spin-out?**

The Director of DCU Invent is responsible for seeking approval for the formation of a spin-out from the Board of DCU Invent. The founder(s) of the spin-out must provide the following to the Director of DCU Invent prior to formally seeking approval from the Board of DCU Invent:

- A credible business plan detailing a sustainable business opportunity including initial technology and commercial development plans, details of the proposed team members, market opportunity and competitive analysis, and funding sources to sustain the business after formation;
- A description of all University-owned IP that the spin-out is seeking to license;
- A description of any other University resources they require access to post-formation;
- Written agreement that they will allocate the agreed-to equity to the University upon formation and report agreed-to impact metrics to the University (including revenues, investment secured, number of staff, additional patents filed, key commercial or societal impact successes, etc.) on an annual basis;
- Written approval from the relevant Dean of the Faculty for any DCU Personnel to engage with the spin-out company as a founder including approval of the time they propose to spend on the spin-out company activities; and
- Agreement to promptly report in writing to the Director of DCU Invent any potential conflict of interest that may arise from the involvement of any DCU Personnel with the spin-out company.

Once the Board of DCU Invent has approved the spin-out, it shall be incorporated at the [Companies Registration Office](#) and a shareholder's agreement executed between the University and the founders.

### **13.5 What support does DCU provide to potential spin-outs?**

DCU Invent offers substantial support to potential spin-outs prior to formation, including:

- Entrepreneurial training and education;
- Support from commercialisation experts to identify new inventions and other forms of IP;
- Support in engaging with potential commercial customers and partners;
- Access to non-dilutive third-party commercialisation funding to develop the technology and validate the business model;
- Guidance in the development of the spin-out business plan;

- Support and advice when negotiating with prospective clients;
- Introductions to other entrepreneurs and start-up support networks; and
- Access and introductions to potential investors.

### **13.6 What if I become a founder of a spin-out that licenses IP that I Invented?**

Inventors who become founders of a spin-out to further develop and commercialise the University-owned IP that they invented will remain eligible to receive their share of the net commercialisation income for that IP, including any income from the equity holding in the spin-out, after the spin-out has been formed.

The University maintains an arm's-length stance regarding equity negotiations between founders of spin-out companies and third parties. This approach ensures impartiality and avoids any potential conflicts of interest, aligning with our commitment to fostering an environment of entrepreneurship and innovation while upholding the highest standards of integrity and compliance. DCU Personnel engaged in forming spin-out companies must adhere to all relevant legislation and DCU policies throughout the negotiation and operational phases of the company. This includes, but is not limited to, the National IP Protocol, applicable State Aid regulations, and any internal policies that govern conflicts of interest, commercial activities, and intellectual property management.

### **13.7 Can DCU Personnel who are not founders be involved with a spin-out?**

DCU Personnel shall seek written approval for their time commitment to spin-out companies, whether as directors, scientific advisors, or in any other capacity, from the Dean of the relevant Faculty and the Vice President for Research and Innovation. The University Conflict of Interest Policy shall apply concerning any research relationship between a spin-out company and the University, formalised through a written research contract with the University with appropriate intellectual property provisions.

A separate arm's-length commercial agreement setting out terms for the use of laboratory space or other university facilities must be entered into between the University and any external company associated with DCU Personnel and shall require approval by the Dean of the relevant Faculty and the Director of DCU Invent.

DCU Personnel must disclose to DCU Invent any invention disclosures, proposed patent filings, or registered design applications by a spin-out company that includes them as inventors and secure written consent from DCU Invent for such filings to ensure continuing compliance with the research funders' contractual terms and conditions. Failure to do so could compromise both the spin-out company's and the University's rights under patent law.

## **14) Special Circumstances**

Occasionally, exceptional circumstances may arise concerning intellectual property created by DCU Personnel employed part-time by the University or by new full-time staff with pre-existing rights that may conflict with the general University Intellectual Property Policy.

Such cases may be referred to the Vice President for Research and Innovation, who, in consultation with the Director of DCU Invent, the Director of Human Resources, and the Dean of the relevant faculty, will recommend to the Executive if a significant deviation from this Policy is required.

## Roles & Responsibilities

### **Director of DCU Invent**

The Director of DCU Invent is responsible for operating the University's Technology Transfer Office (TTO). In close collaboration with the Director of Research and the Vice President for Research and Innovation, the Director of DCU Invent is operationally responsible for ensuring that all research contracts and licensing agreements, both by and to the University, comply with this policy.

The Director of DCU Invent is responsible for evaluating business plans for spin-out companies and presenting any case to the Board of DCU Invent. The Director of DCU Invent is responsible for ensuring that DCU Invent is adequately resourced to devise and deliver intellectual property awareness programmes and induction courses for all new staff through the University's human resources department, including postdoctoral researchers and in consultation with the Dean of Graduate Studies to help ensure that all research students are aware of the University's intellectual property policy and procedures.

### **Board of DCU Invent**

The board of DCU Invent oversees the operation of DCU Invent, the University's Technology Transfer Office. A subcommittee of the board comprising senior DCU management, including, at minimum, the Director of Finance, the Vice President for Research and Innovation, and the Chief Operations Officer of the University, approves decisions relating to equity in spin-out companies.

### **Researchers and Members of Staff**

Except as provided for in the University's Consultancy Policy and its Signing Authority Policy, researchers and members of staff may not sign or agree to any contract involving licences to or for intellectual property rights.

Examples of such contracts include, but are not limited to, the following:

- Research contracts;
- Non-disclosure agreements;
- Material transfer agreements;
- Open-source licences;
- Innovation vouchers; &
- Agreements concerning the donation of research equipment.

Contracts related to research and agreements involving intellectual property rights may only be signed by the Vice President for Research and Innovation, the Director of DCU Invent, or the Director of Research Support as provided in the DCU Signing Authority Policy.

A DCU Invent Business Development Manager, designated to each case by the Director of DCU Invent, has responsibility for decisions concerning the commercial evaluation and exploitation of disclosures of Intellectual Property from DCU Personnel, decisions relating to the protection of IP contained within these disclosures, and for the filing and abandonment of intellectual property in consultation with the Director of DCU Invent and the DCU Invent IP Operations Manager.

The DCU Invent Business Development Manager managing the intellectual property contained in a disclosure is responsible, in consultation with the Director of DCU Invent and the DCU Invent IP Operations Manager, for negotiating the commercial terms of any agreement relating to that disclosure (with consideration of the National IP Protocol and any requirements contained within relevant funding agreements relating to the research). The Director of DCU Invent approves and signs off on these terms.

Researchers and members of staff must observe the copyright, intellectual property, and data protection rights of others in preparing and publishing teaching and research materials and results, which includes rights contained in image databases and open-source software. DCU Invent should be consulted before accepting any terms for licensing and using such material with intellectual property created at the University.

Members of staff must not bring or use any trade secrets or confidential information belonging to a previous employer or any other third party in the course of their employment with the University.

Members of staff may have access to and be entrusted with information about intellectual property and the business of companies dealing with the University and may become aware of a company's dealings, transactions and affairs. All of this information must be treated as confidential and not revealed to third parties.

## Related Documentation

The documents listed below are relevant to this policy. This policy should also be read in conjunction with other university policies and procedures.

1	<b>Consultancy Policy for Dublin City University</b>	<a href="#">Link</a>
2	<b>Conflict of Interest Policy and Guidelines</b>	<a href="#">Link</a>
3	<b>Signing Authority Policy for DCU</b>	<a href="#">Link</a>
4	<b>National IP Protocol 2019-03-28</b>	<a href="#">Link</a>

## Dispute Resolution

DCU Invent will make all reasonable efforts to promptly resolve concerns raised by DCU Personnel regarding the implementation of this policy. Disputes arising in connection with the implementation of this policy that cannot be settled within thirty days may be



referred to the Vice President for Research in the first instance, followed by the Board of DCU Invent. All efforts will be made to resolve disputes within ninety days of notification to DCU Invent.

If the dispute is not settled after ninety days, it shall be submitted for mediation by a mediator or other appropriate independent third-party expert agreed by the Parties. If the Parties cannot agree on the mediator or third-party expert, one will be appointed by the Centre for Dispute Resolution in Dublin. The parties shall bear equally the cost of any such mediator or expert.

## Conflict of Interest

The DCU Conflict of Interest Policy applies to all aspects of Intellectual Property management, ownership, and commercialisation. It assists in identifying potential conflicts of interest, establishes a system for disclosure, and provides guidance to those responsible for dealing with and resolving conflicts. If DCU Invent identifies a potential, actual, or perceived conflict of interest related to intellectual property commercialisation, it shall inform the individual(s) concerned and advise them to follow the process outlined in the Conflict of Interest Policy.


## Contact

Further clarification of this policy can be obtained from the Office of Research and Innovation Support and DCU Invent. The Director of DCU Invent can assist with enquiries relating to research-based intellectual property contracts, licences, spin-out companies, and material transfer agreements. Enquiries relating to teaching materials should be addressed to the Head of School. DCU Personnel should contact the library for open access or publication matters.

## Policy Review

The Vice President for Research and Innovation shall be responsible for implementing and reviewing this policy. DCU Invent will periodically publish regulations and procedures associated with intellectual property matters.

## Version Control

<b>Policy Name</b>	Intellectual Property Policy		 <small>Ollscoil Chathair Bhaile Átha Cliath Dublin City University</small>
<b>Unit Owner</b>	Office of the Vice President for Research & Innovation		
<b>Version Reference</b>	<b>Original Version - 4.0</b>	<b>Reviewed Version – N/a</b>	
<b>Approved by</b>	Executive	N/a	
<b>Effective Date</b>	December 10 <sup>th</sup> 2024	N/a	

End.